

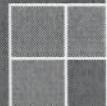


**Corrections and  
Community Supervision**

# Food Service Operations Manual

Directive #4310

NYS Department of Corrections and Community Supervision  
OFFICE OF NUTRITIONAL SERVICES  
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**NEW YORK STATE DEPARTMENT OF CORRECTIONS AND  
COMMUNITY SUPERVISION**

**FOOD SERVICE OPERATIONS MANUAL**

The food service supervisor has total responsibility for the management of the facility's food service operations. Any employee, uniformed, or non-uniformed, entering or working in the food service area shall be subject to the rules, regulations, and procedures set forth by this manual.

**FOOD SERVICE SUPERVISOR**

For the purpose of this manual, food service supervisor shall be defined as the highest-ranking food service title.

**CHANGES TO THE MANUAL**

Addendums and deletions to the content of this manual shall be made exclusively by the director of nutritional services as changes become necessary. Local adaption to, or departures from, the provisions of this manual shall be made only with the written approval of the Director of Nutritional Services.

## **11. INMATE FOOD SERVICE EMPLOYMENT GUIDELINES**

**A. RECORDING HOURS WORKED:** An accurate record of actual time worked must be maintained by facility staff for each inmate. Inmates will only be paid for the hours that they worked.

**B. WORK HOURS:** Except during emergencies, inmates will not be paid for more than 8 hours per day, 5 days per week without the approval from the Deputy Superintendent of Programs or designee. ALL hours worked, including holiday and weekends, are to be paid at the straight time rate.

**C. ABSENCES:**

1. Inmate absence due to illness: Any inmate placed in the hospital through no fault of his/her own, will continue to receive his/her current base rate for the remainder of the pay cycle. After which he/she will be assigned to the hospital patient payroll and paid at the unemployed rate. Offenders medically excused in their cells will be assigned to the medical services payroll and paid at the unemployment rate from the first day of absence.

2. Holidays: Inmates who do not work on holidays, legal or institutional, will NOT be paid.

3. Shutdown: During shutdowns of operation for reasons such as frisks, lock-ins, etc. inmates who do not work will NOT be paid.

4. Disciplinary: Inmates will NOT be paid for absences while being kept locked as a direct result of disciplinary or punitive actions. If "keep lock" charges are dismissed, inmates will be reimbursed for work lost in "keep lock" at the unemployed rate.

An inmate will not be paid for any additional work task imposed as a result of tier I violation hearing in accordance with Part 252 Chapter V of Title 7.

5. Call-outs: An inmate will not be penalized in pay for any legitimate or necessary call-out during the program day. Such call outs are limited to the following;

- a. Medical or dental appointment(s)
- b. Parole Board appearance(s)
- c. Legal visits
- d. Family visits
- e. Religious services (approved)

## **12. INMATE FOOD SERVICE RATES OF PAY**

**A. FOOD SERVICE NON – TRAINING:** All inmates who are NOT enrolled in the food service training program will be paid as follows:

**Industry Worker I: Shop Codes 914 and 922:**

**GRADE 1**

Step 1 - \$0.16 per hour entry level. Must be enrolled in academic school or on a Required Program List (RPL).

**Step 2** - \$0.22 per hour after satisfactory evaluation, completing (3) months unbroken service on the job and enrolled in academic school or on an RPL.

**Step 3** - \$0.25 per hour after satisfactory evaluations and completing six (6) months of unbroken service on the job and enrolled in academic school or on an RPL.

**Transfers:** An inmate, who is assigned to food service non-training transfers from one facility to another, should retain his/her hourly rate of pay from the transferring facility as long as there is an available position, no break in service, and no disciplinary problems.

**THERE ARE NO FURTHER INCREASES IN PAY FOR THE ABOVE OFFENDERS**

- B. **FOOD SERVICE TRAINING PROGRAM:** All inmates who are enrolled in the food service training program will be paid as follows:

**Industry Worker 1 – Pre-Industry Training: Shop Code 913:**

**GRADE 1**

**Step 1:** \$0.25 per hour during the 16 weeks of classroom and on the job training. Must be enrolled in academic school or on a RPL for Pre-HSE or HSE.

**Industry Worker 2 – Pre-Industry Training: Shop Code 919 and 921:**

**GRADE 2**

**Step 1** - \$0.26 per hour after successful completion of the 16 weeks classroom and on the job training. Must be enrolled in Pre-HSE Or on a RPL for Pre-HSE level academic programming.

**Step 2** - \$0.29 per hour after 90 days of unbroken service at \$0.26 per hour and a satisfactory evaluation. Must be enrolled in Pre HSE or on a RPL for Pre HSE level academic programming.

**Step 3** - \$0.32 per hour after two years of unbroken service at \$0.29 per hour and a satisfactory evaluation. Must be enrolled in Pre HSE or on a RPL for Pre HSE level academic programming.

**Industry Worker 3 – Industry Training: Shop Code 919 and 921:**

**GRADE 3:**

**Step 1:** \$0.32 per hour after successful completion of the 16 weeks classroom and on the job training. Must possess a High School Equivalency Diploma or enrolled in HSE with a minimum of 9.0 Reading and Math levels or on a RPL for HSE level academic programming.

**Step 2:** \$0.35 per hour after 90 days of unbroken service at \$0.32 per hour and a satisfactory evaluation(s). Must possess a High School Equivalency Diploma or enrolled in HSE. with minimum of 9.0 Reading and Math level or on a RPL for HSE level academic programming.

**Step 3:** \$0.38 per hours after two years of unbroken service at \$0.35 per hour and satisfactory evaluation(s). Must possess a High School Equivalency Diploma or enrolled in HSE. with a minimum of 9.0 Reading and Math level or on a RPL for HSE level academic programming.

**Note:** All inmates on an academic RPL must enroll in school when reached on the waiting list. Failure to do so will result in consequences associated with program refusals, inclusive of a reduction in pay grade and rate.

**THERE ARE NO FURTHER INCREASES IN PAY FOR THE ABOVE INMATES**

**Program Associates:** All inmates must have completed 2 years of unbroken service and must possess a high school diploma or equivalency in order to be considered for a program associate.

**Industry Worker 4:** Shop Code – 919 and 921:

## **GRADE 4:**

**Step 1 - \$0.38 per hour initial pay as a program associate.**

**Step 2 - \$0.42 per hour after 90 days of unbroken service and \$0.38 per hour and satisfactory evaluations(s)**

**Step 3 - \$0.45 per hour after 2 years of unbroken service at \$0.42 per hour and satisfactory evaluations(s)**

**THERE ARE NO FURTHER INCREASES IN PAY FOR THE ABOVE INMATES**

**PAY CODE 923 RESERVED FOR THE FOOD PRODUCTION CENTER ONLY**

**C. FOOD SERVICE TRAINING PROGRAM POLICY:** Inmates may apply for the Food Service Training program as long as they are in a facility that is providing the program and they meet the following minimum qualifications:

- At least 12 months to parole board
  - Medically cleared to work in food services
  - Must be 18 years of age
  - High school diploma or equivalent or enrolled in academic school (HSE. Pre-HSE.), or on a RPL.
  - An acceptable disciplinary record
  - Must pass a pre-entry examination

\*Inmates will be required to perform all duties and tasks within food service.

\*Inmates will sign a work agreement that will commit them to a minimum term of 12 months in the Food Service Program.

#### D. DEFINITIONS:

1. **Program:** The Food Service Training program consists of a 12-month commitment including sixteen (16) weeks of classroom participation and on the job training followed by continual on the job training toward merit time eligibility and vocational completion. Inmate will be credited with 850 Food Service Pre-Training job title code at the completion of the 16 weeks of classroom sessions.
  2. **Agreement:** A document signed by an offender that commits the offender to a minimum 12 months of continual training in food service. The agreement begins with the first day of classroom and on the job training in the program and continues throughout their employment in the Food Service Training program.
  3. **Certificate:** Awarded to show completion of the 12 months of combined classroom and on the job training section of the program and indicates the agreement is satisfied.

**4. Unbroken Service:** The inmate may not have an unexcused absence of 30 days or more unless transferred to a facility with no openings in food service and the offender is on the waiting list for food services.

Trained inmates returning to our system after release or a Community Supervision violation will start at Industry Worker 1, step1, rate of pay \$0.16. They are required to retake the Food Service Training Program to earn the trained inmate wages.

**E. REMOVAL FROM THE FOOD SERVICE TRAINING PROGRAM:**

The food service supervisor can make a written recommendation to the Program Committee at any time for the removal of an inmate from the Food Service Training Program.

1. If an inmate under agreement receives 30 days or more keep lock or SHU disciplinary sanctions, he/she is automatically removed from the Food Service Training Program. If the inmate returns to food service he/she will start at **Industry Worker 1, Step 1**, rate of pay \$0.16.
2. If an inmate under agreement receives 29 days or less keep lock or SHU disciplinary sanctions, he/she may return to the Food Service Training Program at their previous rate of pay with the Food Service Supervisor's approval.
3. If an inmate has completed the 16-week training and receives the hourly rate of \$0.25 per hour or higher, but fails to continue with the educational requirements, the inmate will be removed from the program. If he/she continue to work in food service he/she will be placed in a "non-training" food service item at a rate of pay starting at **Grade 1, Step 1**, \$0.16 per hour.
4. Inmates who are removed through no fault of their own may be reinstated in the program and resume with the same wage held before leaving Food Service. Reinstatement will be at the discretion of the facility.

**F. TRANSFERS:** An inmate who is under agreement to a Food Service Training Program, transfers from one facility to another, should remain in food service at his/her current hourly rate of pay until the 12-month agreement obligation has been fulfilled, if there is an available position. Time spent on the waiting list for an available position will not be considered a break in service, nor will it count toward the fulfillment of the 12-month agreement.

**G. REINSTATEMENT IN THE PROGRAM:**

1. Inmates under agreement to the Food Service Training Program will automatically be excused to attend Work Release, CASAT, ASAT, or similar mandatory programs. These inmates will be exempt from the agreement and higher wages while attending these programs. If the inmate returns to a facility, with no disciplinary problems, he/she may be reinstated in the program and resume with the same wages being earned before leaving food service.

2. Inmates who have fulfilled the agreement and work a minimum of 12 months in the Food Service Program may choose to leave the Food Service Program, or if they are removed for disciplinary reasons and wish to return will start at \$0.25 per hour in the 913-shop code. After 90 days have lapsed and with the approval of the food service supervisor, the inmate may be promoted to Industry Worker, Grade 3, Step 1, \$0.32 per hour.
3. Inmates who are removed through no fault of their own can be reinstated in the program and resume with the same wage held before leaving Food Service. Reinstatement will be at the discretion of the facility.

**H. PROGRAM ASSOCIATES:** After completion of 2 years of unbroken service, and with the recommendation of the food service supervisor, an inmate may be recommended for the position of Program Associate. This position will be utilized as a teacher's aide by the food service supervisor in the instruction of the program. The individual **MUST** have a High School Diploma or equivalency verified by this Department and shows an ability to work well with his/her peers.

Program associates transferring from one facility to another are not automatically program associates at the receiving facility. If the program associate items are filled, the transferring inmate will go on a waiting list to become a program associate. If there is no program at the facility, no inmate will be paid at the associate level. Pay will be Grade 3, Step 3, at \$0.38 per hour and will remain there until the inmate becomes a program associate again.

Only a maximum of 2 program associates may be employed at each facility having the Food Service Training Program

It is the responsibility of the food service supervisor to ensure inmates are being paid in accordance with these guidelines

**I. INMATE REFUSAL TO ACCEPT MANDATORY PROGRAMMING:**

In accordance with New York State Correction Law 171 and the Department of Corrections and Community Supervision Policy and Procedures and Standards for Programming Inmates, all medically cleared inmates are expected to accept a program which is offered by the Program Committee Chairperson.

Inmates who refuse program assignments shall be subject to administrative action. Refusal to participate in a mandatory program, such as school or a therapeutic program shall result in reduction in pay and/or pay grade. For example: an inmate who is refusing mandatory programs and is currently assigned as a non-industrial food service worker at a rate of \$0.25 per hour would immediately have a change of hourly rate to \$0.16 per hour. Furthermore, an inmate who is currently participating in or has completed the Food Service Training and subsequently refuses a mandatory program, he/she cannot remain in the Food Service Training Program. If facility needs dictate the inmate's assignment to a non-training food service item, he/she must remain at Grade 1, Step 1 pay of \$.16 per hour.